

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of the 7th day of December, 1950, by and between RECONSTRUCTION FINANCE CORPORATION (hereinafter referred to as "RFC"), a corporation organized and existing under and by virtue of the laws of the United States, and STANDARD OIL COMPANY OF CALIFORNIA (hereinafter called "Lessor"), a corporation organized and doing business under the laws of the State of Delaware;

W I T N E S S E T H:

WHEREAS, Defense Plant Corporation, a corporation created by RFC pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, and Lessor have heretofore under date of July 9, 1943, entered into a certain Lease of Site affecting Lots 1, 2, and 3, Tract 1314, as per Map Book 20, Page 161, Records of Los Angeles County, State of California, being a portion of Lessor's El Segundo refinery property; and

WHEREAS, pursuant to Public Law 109 (79th Congress), approved on June 30, 1945, Defense Plant Corporation was dissolved effective July 1, 1945, and all of its functions, powers, duties and authority, together with its documents, books of account, records, assets, and liabilities of every kind and nature, were transferred to RFC to be performed, exercised, and administered by RFC in the same manner and to the same extent and effect as if originally vested in RFC; and

WHEREAS, RFC and Lessor have heretofore under date of January 1, 1950, entered into an agreement amending paragraphs THREE and FIVE of said Lease of Site; and

WHEREAS, the parties hereto desire to amend further paragraphs THREE and FIVE of said Lease of Site.

NOW, THEREFORE, IT IS AGREED, by and between the parties hereto as follows:

That paragraph THREE of said Lease of Site, as amended, be and the same is hereby amended to read as follows:

THREE. Lessor does hereby demise and lease unto RFC easements to lay, construct, erect, use, operate, maintain, repair, renew and remove an impounding firewall, a sump, access roads, fill, pipe, telephone and power lines and appurtenances, the size, length, characteristics and purposes of all of which are listed and the routes and locations thereof are shown marked in green on prints Nos. SA-30635-10, SB-36116-0, and SC-37272 made a part hereof, for the following terms:

Group A, for a term of twenty (20) years beginning February 15, 1943, and ending February 14, 1963, for the following easements as delineated on said prints:

Line Nos. 3, 3C, 3D, 4, 4A, 4B, 20, 27 and 29;

Group B, for a term from February 15, 1943 to and including June 30, 1952 and thereafter until the expiration or prior termination of the Operating and Lease Contract, dated as of December 7, 1950, entered into between RFC and Lessor, for the following easements as delineated on said prints:

Line Nos. 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 12A, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 43A, 44, 45, 46, and 47; and

subject to the following conditions:

- (a) RFC and its employees and agents, at any and all times when necessary, shall have free access to said easements, over such reasonable routes as Lessor may designate or approve, for the purpose of exercising the easement rights hereby demised and leased; subject, however, to Lessor's regulations for identification of personnel upon entering Lessor's property and subject further to Lessor's safety rules and regulations, and subject further to Lessor's supervision.
- (b) RFC shall not interfere with or obstruct unduly the use by Lessor of the premises affected by said easements or injure or interfere with any person or property on or about said premises.

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(c) Whenever in the opinion of Lessor any one or more of the pipe and pole lines located on the GROUP A or GROUP B easements, demised and leased hereunder, interfere unduly with Lessor's use of or operations upon Lessor's property (excepting said Parcels A, B, and C), RFC shall at its own expense and risk, within Sixty (60) days after written request therefor by Lessor, remove, lower or re-locate the pipe or pole lines which so interfere with Lessor's operations upon and across said premises of Lessor to the depth or along a route selected by Lessor and RFC.

(d) Whenever, in the opinion of Lessor, said impounding firewall, delineated as Line No. 20 on said prints, interferes with Lessor's operations, RFC agrees that Lessor may at Lessor's cost and expense, re-locate said firewall on a location and in a manner mutually satisfactory to both Lessor and RFC.

That paragraph FIVE of said Lease of Site, as amended, be and the same is hereby amended to read as follows:

FIVE. It is agreed and understood between the parties hereto that until and if Lessor shall purchase and acquire the ownership of the Facilities located on Planor 1593, all the Facilities erected, constructed, installed and placed upon the leased premises and easements by RFC shall be and remain its personal property and may be removed at the election of RFC at any time prior to and within six (6) months after the termination of this Lease of Site; except, however, that the Facilities located on the said group B easements herein leased may be removed at the election of RFC at any time prior to and within six (6) months after the expiration, termination or cancellation of the lease of said group B easements as provided by paragraph THREE hereof; the failure of RFC so to do shall constitute an abandonment by it of said Facilities, and, in such event, such Facilities shall become the permanent property of Lessor; provided, however, Lessor shall, during each of such six (6) months periods, have the right to request RFC to dismantle and remove such Facilities, and if such dismantling and removal shall not take place within ninety (90) days after such request, Lessor may, at the expense and for the account and risk of RFC, dismantle such Facilities and remove and place such Facilities in storage or deliver the same as requested by RFC.

This SUPPLEMENTAL AGREEMENT shall be effective as of December 7, 1950 and shall not affect any rights or obligations of either Lessor or RFC incurred under the aforesaid Lease of Site, as amended, prior to said date.

Except as herein amended, all of the terms and conditions of said Lease of Site shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed in quadruplicate by their duly authorized officers as of the day and year first above written.

ATTEST:

RECONSTRUCTION FINANCE CORPORATION

/s/ Leo Nielson
Secretary

By /s/ Leland E. Spencer
Chief,
Synthetic Rubber Division

ATTEST:

STANDARD OIL COMPANY OF CALIFORNIA

/s/ W. L. Green By /s/ George A. Davidson
Assistant Secretary (Title) Vice President (Title)